



GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

NO. 58] CHANDIGARH, FRIDAY, MAY 27, 2022 (JYAISTHA 06, 1944 SAKA)

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th May, 2022

No. 13/1/9857-HII(2)-2022/6393.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 12.03.2022 bearing reference No. 6/2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

MANJU W/O SHRI PREM CHAND, R/O HOUSE NO. 2042, PHASE - 2, RAM DARBAR,
UNION TERRITORY CHANDIGARH (Workman)

AND

1. STRABERRY FIELDS HIGH SCHOOL, SECTOR 26, CHANDIGARH THROUGH ITS DIRECTOR.
2. PRINCIPAL, STRAWBERRY FIELDS HIGH SCHOOL, SECTOR 26, CHANDIGARH (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he was duly selected and appointed as Support Staff / Helper on 01.07.2006. In the second week of January, 2020 he applied for leave with effect from 16.01.2020 to 18.01.2020 to attend the marriage ceremony of her nephew at Modi Nagar (Uttar Pradesh) and she joined her duties on 19.01.2020. There was winter vacation in the school with effect from 24.12.2019 to 05.01.2020 so there was no absence and she remained on authorized leave and vacation. Instead of granting leave on the above said grounds the management have illegally terminated the services of the workman as per order dated 20.01.2020. After terminating the services of the workman, the management has appointed fresh employee in place of the workman. Action of the management is in violation of provisions of Section 25-F & 25-H of the ID Act.

Signature Not Verified

Digitally signed by
Jalinder Kumar
Date: 2022.05.27
16:16:00
Reason: Public Key
Location:

3. The management contested the case of the workman and filed written statement that numerous complaints regarding the work of the workman was received by the administration. The winter breaks are only for students whereas the staff has to attend school in lieu of their services. As per record the workman took 21st, 28th December 2019 and 3rd January 2020 off which exhausted her casual leaves as per service terms & conditions and the same was duly informed to her and she was counseled to the workman. Leave application

(453)

This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>

was never granted by the authority. The workman were in continuous practice of taking unauthorized leave and were setting up a bad precedent for other staff members.

4. During the pendency of the present industrial dispute, the case taken in Lok Adalat, wherein the parties amicably settled their dispute. The Senior Admin. Officer of management No.1 & 2 made the following statement :—

"The management is ready to reinstate the workman with continuity of service and to pay Rs.7,000/- on compassionate ground for the intervening period."

Upon which the workman made the following statement :—

"I have heard the statement made by the Senior Admin. Officer of the management No.1 & 2 and accept the same. I will join my duties with the management w.e.f. 01.04.2022. The present Industrial Dispute may kindly be disposed off accordingly."

5. In view of the above statements, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : 12.03.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th May, 2022

No. 13/1/9872-HII(2)-2022/6395.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 06.04.2022 bearing reference No. 116/2016 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SUBHASH CHAND S/O SHRI BAHADUR CHAND, R/O HOUSE NO.1228/1, KAIT MAJRI, AMBALA CITY (Workman)

AND

1. A. B. SUGARS LIMITED, THROUGH ITS AUTHORISED SIGNATORY, VILLAGE RANDHAWA, POST OFFICE PANWAN, TEHSIL DASUYA, DISTRICT HOSHIARPUR, PUNJAB - 144 205.
2. A. B. SUGARS LIMITED, THROUGH ITS AUTHORISED SIGNATORY, S.C.O. NO.269, 1ST FLOOR, SECTOR 32-D, CHANDIGARH. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he was appointed as Clerk by the management in August 2011 for maintaining and looking after the record of court cases of the management on monthly salary of ₹17,000/- per month. On 30.03.2016 his services were terminated without giving any show cause notice, without conducting any inquiry or giving one month's salary.

3. The management contested the case of the workman and filed written statement that the workman had abstained from the work and voluntarily abandoned the services.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. The workman also examined Shri Arun Kumar - Clerk, office of the Assistant Labour Commissioner, Union Territory Chandigarh as AW2 and closed the evidence.

6. During the pendency of the present industrial dispute, the workman made the following statement :—

"I have received Cheque No.841518 dated 02.04.2022 for Rs.1,86,500/-(One Lac Eighty Six Thousand and Five Hundred only) towards full and final settlement of my service benefits towards the service rendered by me with the management. Receipt executed by me is Mark-A. I am satisfied with the same and accept the cheque towards full and final settlement and I will not file any claim against the management with regard to my service benefit and the present case may be disposed off accordingly."

7. In view of the above statement, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

Dated : 06.04.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th May, 2022

No. 13/1/9526-HII(2)-2022/6399.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 71/2018 dated 09.03.2022 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ANIL KUMAR S/O SHRI JAGAT SINGH R/O HOUSE NO.567-C, SECTOR 46-A,
CHANDIGARH (Workman)

AND

1. THE DAINIK BHASKAR CORPORATION LIMITED, 280, BHASKAR HOUSE, NEAR YMCA CLUB, MAKARBA, SARKHEJ-GANDHI NAGAR ROAD, AHMEDABAD - 380 051 (REGISTERED OFFICE).
2. THE DAINIK BHASKAR CORPORATION LIMITED, DAINIK BHASKAR, HEAD OFFICE, 6, PRESS COMPLEX, RAM GOPAL MAHESHWARI MARG, ZONE-1,

MAHARANA PARTAP NAGAR, BHOPAL, M. P. (HEAD OFFICE) THROUGH ITS:-
a) RAMESH CHANDER AGGARWAL, CHAIRMAN b) SUDHIR AGGARWAL,
MANAGING DIRECTOR c) GARISH AGGARWAL, MANAGING DIRECTOR d) PAWAN
AGGARWAL, MANAGING DIRECTOR.

3. DAINIK BHASKAR CORPORATION LIMITED, PLOT NO. 11-12, SECTOR 25, CHANDIGARH THROUGH ITS ASSISTANT GENERAL MANAGER HR CPH2.
4. THE DAINIK BHASKAR CORPORATION LIMITED, DAINIK BHASKAR, PLOT NO.11-12, SECTOR 25, CHANDIGARH THROUGH ITS AND PUBLISHER.
5. THE DAINIK BHASKAR CORPORATION LIMITED, PLOT NO.11-12, SECTOR 25, CHANDIGARH, THROUGH ITS FINANCE HEAD, REPORTING AUTHORITY (Management), referred to the said court by the Chandigarh Administration bearing Endorsement No. 13/1/9526-HII(2)-2018/11373 dated 26.07.2018.

AWARD

1. Below mentioned Reference bearing Endorsement No.13/1/9526-HII(2)-2018/11373 Dated 26.07.2018 received from the Secretary Labour, Chandigarh Administration is being disposed of :—

"Whether the arrears of revision of pay to Sh. Anil Kumar; S/o Sh. Jagat Singh R/o H.No. 567C, Sector 46A, Chandigarh (Applicant/Claimant) were to be paid by 1. The Dainik Bhaskar Corporation Limited, 280, Bhaskar House, near YMCA Club, Makarba, Sarkhej-Gandhi Nagar Road, Ahmedabad 380051 (Registered Office). 2. The Dainik Bhaskar Corporation Limited, Dainik Bhaskar, Head Office, 6, Press Complex, Ram Gopal Maheshwari Marg, Zone-1, Maharana partap Nagar, Bhopal, M.P (Head Office) through it's a) Ramesh Chander Aggarwal, Chairman, b) Sudhir Aggarwal, Managing Director, c) Garish Aggarwal, Managing Director, d) Pawan Aggarwal, Managing Director. 3. The Dainik Bhaskar Corporation Limited, Plot No. 11-12, Sector 25, Chandigarh, through its Assistant General Manager HR CPH2. 4. The Dainik Bhaskar Corporation Limited, Dainik Bhaskar, Plot No. 11-12, Sector 25, Chandigarh, through its and Publisher. 5. The Dainik Bhaskar Corporation Limited, Plot No. 11-12, Sector 25, Chandigarh, through its Finance Head, Reporting authority of the claimant (Respondents) according to the recommendations of the Majithia Wage Board and also as per the direction of the Hon'ble Supreme Court of India under The Working Journalists and Other Newspaper Employees (Conditions of Service) And Miscellaneous provision Act, 1955 and in compliance of the orders dated 28.04.2015, 12.01.2016, 14.03.2016, 23.08.2016 passed the Hon'ble Supreme Court of India in CCP No.128/2015 and 129/2015 AND WP (Civil) 256/2011 246/2011 dated 07.02.2014; if so, to what effect and to what relief he is entitled to, if any ?"

2. Shri Anil Kumar (*hereinafter called 'workman'*) had served demand notice dated 29.05.2018 upon the Dainik Bhaskar Corporation Limited & Others (*hereinafter called 'management'*) under the Working Journalist & Other Newspaper Employees (Condition of Service & Miscellaneous Provisions) Act, 1955 (*hereinafter called 'the Act'*). Upon notice, the workman appeared through his representative. Statement of claim was filed. Case of the workman in brief is that management No.1 is India's largest newspaper group with 66 editions published in 4 languages. The major newspapers published by the group are Dainik Bhaskar (Hindi daily), Divya Bhaskar (Gujarati daily), Dainik Divya Marathi (Marathi daily), Saurashtra Samachar, DB Post (English daily) and DB Star. The claimant-workman had joined the respondents as Photo Journalist, in the month of August / September, 2014. At that time, no appointment was issued to him and he was told that the appointment letter would be issued to him within a few weeks. Management No.1 to 5 gave him an offer letter

dated 05.11.2014, which was on the letter head of Decent Human Resources & Solutions Private Limited though the claimant had been working for management No.1 to 5. On asking for reasons for the same, he was told that due to some wage board problem this has been done and he should keep on working and assured him that soon his salary would be increased and he would be given another appointment of DB Corporation. He had been marking his presence in the system of management No.1 to 5 where all the other employees of management No.1 to 5 used to mark their attendance. The copy of the personal information of the claimant-workman that had been uploaded by management No. 1 to 5 on their official website. While covering the case of Baba Ram Rahim in Panchkula for management No. 1 to 5 the digital camera of the complainant-workman was broken in the riots that ensued. An FIR No.0447 dated 01.09.2017 was also registered in the Police Station, Sector 5, Panchkula. Management No.1 to 5 have given a loan of ₹70,000/- to him to get a new camera, installments of which were being deducted by management No.1 to 5 from his salary. Since the workman is working for management No.1 to 5 for the last three-four years he should be paid wages and allowances as per Majithia Wage Board Award. On 22.05.2018, the claimant-workman was pressurized to resign or leave the place and handed over a transfer letter to him transferring his services from Chandigarh to Muzaffarpur (Bihar). M/s Decent Human Resources & Solutions Private Limited is a dummy company being used to by management No.1 to 5 to avoid their liability. The Hon'ble Supreme Court of India in the matter of "ABP Pvt. Limited and Another *Versus* The Union of India and Others reported as 2014(3) SCC 327" has rejected various challenges by the management of various newspapers to the Justice Majithia Wage Board recommendations. In its judgment, the Hon'ble Supreme Court held that the wages as revised / determined shall be payable from 11.11.2011 when the Government of India notified the recommendations of the Majithia Wage Boards. All the arrears upto March, 2014 shall be paid to all eligible persons in four equal installments within a period of one year from today and continue to pay the revised wages from April 2014 onwards. As per recommendations of the Majithia Wage Board, the applicant is entitled to ₹15,27,415/- i.e. arrears from November 2014 to May 2018 and ₹9,84,266/- as interest on arrears at the rate 18% per annum, total amounting to ₹25,11,681/-. Ultimately, it is prayed that the management is directed to pay the balance arrears to the application amounting to ₹25,11,681/-, to produce all the records relevant to the case, to pay cost and award compensation to the tune ₹25,000/-, and cost of application.

3. The management contested the case of the workman and filed written statement raising preliminary objection that the workman had filed the fresh claim claiming arrears of wages as per recommendation of the Majithia Wage Board by putting the wrong facts as well as by leveling the false allegation. The workman is not an employee of the management and has been appointed through a service provider namely M/s Decent HR and Solution Private Limited. Recommendation of the Majithia Wage Board is applicable to print media and not third party manpower service provider employee. As per nature of the employment the workman was transferred but he did not join at the transfer location for the reasons best known to him. The claim of the workman is not maintainable under the provisions of Section 17 of the Act. On merits, it is pleaded that the workman is not an employee of the management and he has been employed through a service provider. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. During the pendency of the present industrial dispute, none appeared on behalf of the workman as such the present industrial dispute is dismissed in default for want of prosecution. Appropriate Government be informed. File be consigned to the record room.

Dated : 09.03.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th May, 2022

No. 13/1/9867-HII(2)-2022/6389.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 03.03.2022 bearing reference No. 17/2020 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

AKHILESH KUMAR, AGED 30 YEARS, S/O SHRI NANKU RAM, R/O HOUSE NO. 2513, SECTOR 49-C, CHANDIGARH (Workman)

AND

EM PEE MOTORS LIMITED -CHANDIGARH, INDUSTRIAL PLOT NO.177-H, INDUSTRIAL AREA, PHASE - I, UNION TERRITORY CHANDIGARH THROUGH ITS MANAGING DIRECTOR / MANAGER (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he joined the services of the management with effect from 01.03.2012 and worked continuously without any break or interruption in service till 28.05.2019. The management was forcing some senior workers to submit their resignation and upon submission of resignation they are given fresh appointments to avoid the payment of gratuity. The workman refused to submit his resignation under the pressure of the management. On 28.05.2019 Shri Dhanvir Singh, an official of the company and two other officials of the company took the workman to one room and threatened him to put signature on blank paper otherwise he will not be allowed to enter the premises of the factory and 29.05.2019 when the workman went to the factory he was not allowed to enter the premises by the Security Guard on the instructions of the management. He was working as Washing Boy and at the time of his verbal termination / retrenchment, he was drawing wages at the rate ₹9,200/- per month after deduction of provident fund and ESI. At the time of appointment, the management neither issued appointed letter nor identity card and after more than two years of service, the workman was covered under EPF and ESI schemes and was issued identity card. The workman was never issued any show cause notice, warning, charge sheet or any other memo to question is work & conduct. The retrenchment of the workman is illegal, unjustified and against the principles of natural justice as at the time of passing verbal order of termination / retrenchment the workman was neither served retrenchment notice nor paid notice pay and retrenchment compensation. Verbal order of retrenchment was passed in violation of Section 25-F of the ID Act. The management had retained the services of juniors in violation of Section 25-G of the ID Act. Ultimately, it is prayed that the workman be reinstated with continuity of service, full back wages and other service benefits applicable from time to time.

3. Upon notice, the management appeared through its Assistant Manager (HR). Thereafter none appeared on behalf of the management as such the management was proceeded against *ex parte*.

4. In *ex parte* evidence, the workman examined himself as AW1. Learned representative for the workman closed the *ex parte* evidence.

5. I have heard the learned representative for the workman and have gone through the file carefully.

6. In support of his case, learned representative for the workman has examined the workman as AW1, who deposed that on his retrenchment / termination he served demand notice under Section 2-A of the ID Act and sent the copy of the same through registered post which was duly received by the management. Copy of AD received back is Exhibit 'W1'. A set of 5 copies of the demand notice was submitted to the Assistant Labour Commissioner-cum-Conciliation Officer, Union Territory Chandigarh, who summoned the management and initiated conciliation proceedings but no amicable settlement took although the management filed reply. Copy of reply submitted is Exhibit 'W2', copy of demand notice is Exhibit 'W3', copy of failure report is Exhibit 'W4'. He further deposed that he joined the services of the management with effect from 01.03.2012 and worked continuously without any break or interruption in service till 28.05.2019. From 01.03.2012 to 31.05.2014 his attendance was marked on separate registered and earned wages were paid in cash by obtaining signatures on voucher. On 01.06.2014 he was covered under the ESIC and provident fund schemes. He further deposed that in the year 2019 the management was forcing some senior workers to submit their resignation and upon submission of resignation they are given fresh appointments to avoid the payment of gratuity. He refused to submit his resignation under the pressure of the management and on 28.05.2019 Shri Dhanvir Singh, an official of the company and two other officials of the company took him to one room and threatened him to put signature on blank paper otherwise he will not be allowed to enter the premises of the factory and 29.05.2019 when he went to the factory he was not allowed to enter the premises by the Security Guard on the instructions of the management. He further deposed that he was working as Washing Boy and at the time of his verbal termination / retrenchment, he was drawing wages at the rate ₹9,200/- per month after deduction of provident fund and ESI. At the time of appointment, the management neither issued appointed letter nor identity card and after more than two years of service, he was covered under EPF and ESI schemes and was issued identity card. Copy of identity card is Exhibit 'W5'. He also deposed that he was never issued any show cause notice, warning, charge sheet or any other memo to question his work & conduct. Copy of his UID card and ESI Card is Exhibit 'W6' & 'W7'. At the time of passing verbal order of termination / retrenchment he was neither served retrenchment notice nor paid notice pay and retrenchment compensation. The management had retained the services of the juniors.

7. Learned representative for the workman has argued that the workman had worked with the management for more than 7 years. He was neither issued any appointment letter nor issued any identity card. The workman was covered under the ESI and EPF scheme after more than two years of joining the services. The management forced the workman to give resignation to give break in his service in order to avoid payment of gratuity but he refused to do so as a consequence of which he was not allowed to enter the premises of the factory. He argued that the services of the workman were terminated verbally in violation of provisions of Section 25-F & 25-G of the ID Act. He prayed for reinstatement of the workman with continuity of service and full back wages.

8. I have considered the submission of learned representative for the workman. The workman is aggrieved that his services were terminated illegally by the management whereas the management is *ex parte* in this case. Even no written statement has been filed by the management. In *ex parte* the workman has examined himself as AW1 and deposed on the lines of his claim. He also proved the acknowledgement receipt registered AD Exhibit 'W1', reply filed by the management before the Assistant Labour Commissioner Exhibit 'W2', copy of demand notice Exhibit 'W3', copy of identity card issued by the management Exhibit 'W5', copy of adhaar card Exhibit 'W6', copy of ESI card Exhibit 'W7'.

9. As per oral as well documentary evidence, it is the case of the workman that he was employed by the management as Washing Boy and his services were terminated verbally without any notice, warning, charge sheet or inquiry and without payment of pay in lieu of notice period and retrenchment compensation at the time of verbal termination. The management had not come forward to contest the case of the workman and has been proceeded against *ex parte* so the evidence led by the workman has gone un rebutted.

10. In the light of discussion made above, it is held that the services of the workman were terminated illegally by the management in violation of provisions of the ID Act and principles of natural justice. Accordingly, this industrial dispute is *ex parte* allowed. The workman is entitled for reinstatement with continuity of service and 25% back wages. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

Dated : 03.03.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th May, 2022

No. 13/1/9866-HII(2)-2022/6391.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award dated 03.03.2022 bearing reference No. 11/2019 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

VIDHI CHAND, HOUSE NO. 28, SECTOR 41-B, CHANDIGARH (Workman)

AND

MALHOTRA PAPERS MART, S.C.O NO.1-2, SECTOR 22-C, CHANDIGARH THROUGH ITS PARTNER / PROPRIETOR (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he was appointed by the management on 07.07.1996 to do multiple work of the management such as driving, marketing and vending etc. He remained in the continuous and uninterrupted employment up to 12.07.2018 when his services were illegally & wrongfully terminated by refusing of work. The workman was drawing ₹15,000/- per month as wages at the time of termination. On 12.07.2018 as usual when he was on duty, the management called him and told that his services are no more required by the management. The management did not tell the reason of termination despite of asking of the workman when there was no complaint against his work and conduct from any of his colleagues and superiors. For his reinstatement the workman lodged a complaint dated 11.10.2018 with the Labour Inspector Union Territory Chandigarh, who fixed a number of dates for an amicable settlement but the management did not took the workman on job. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25-F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. For his reinstatement the workman served upon the management a demand notice dated 01.01.2019 but

This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>

the management neither replied the same nor took him back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, Union Territory Chandigarh was requested for his intervention. The Conciliation Officer intervened but the dispute could not be settled within the stipulated period. Action of the management in termination the services of the workman is illegal, wrongful, motivated against the principle of natural justice and unfair labour practice. Ultimately, it is prayed that the workman be reinstated with continuity of service, full back wages, full attendant benefits and without any change in his service condition as he remained unemployed during the period i.e. from the date of termination to till date.

3. The management contested the case of the workman and filed written statement that the workman was appointed as Driver since 01.04.2011 and except driving he was also doing other office work in free time from driving. The management used to send him to bring one specific item from being reputed shop M/s Empire Stores, Sector 17, Chandigarh at the cost of ₹27,500/- many times although it's market rate was ₹25,000/-. On 12.09.2018, the management sent other staff with him to purchase the same item from M/s Empire Store and he bought on the payment of ₹25,000/- and after that the workman felt guilty and he did not come in job from next day. At that time he was getting salary ₹14,600/-per month. The management asked him to apologies and join the duty again on increment of ₹1000/- but he refused to join again by feeling guilty. The management had not dismissed him rather the workman never comes on job by his own decision. The management is ready to accept him in job by increment of ₹2,000/- (16,600/-) as he was familiar with work and family too.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Thereafter none appeared on behalf of the management as such management was proceeded against *ex parte*. Learned representative for the workman closed the evidence.

6. I have heard learned representative for the workman and have gone through the file carefully. In *ex parte* evidence, learned representative for the workman examined the workman as AW1, who deposed that he was appointed by the management on 07.07.1996 to multipurpose job of the management which includes driving, marketing and vending. He remained in the continuous employment up to 12.07.2018 when his services were terminated by refusing of work. The workman was drawing ₹15,000/- per month as wages at the time of termination. He was never appointed on 01.04.2011 rather on 01.04.2011 he was made member under ESI scheme. He further deposed that on 12.07.2018 when he was on duty, the management called him and told that his services are no more required by the management. He also deposed that no charge sheet was issued, no inquiry was held and he was not paid retrenchment compensation at the time of termination.

7. Learned representative for the workman has argued that the workman was appointed by the management do multipurpose jobs which includes driving, marketing and vending. The management had refused work to the workman without any reason and refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has violated the provisions of the ID Act and principles natural justice. He prayed for reinstatement of the workman with continuity of service and full back wages.

8. I have considered the submissions of learned representative for the workman. The workman is aggrieved that his services were verbally terminated by the management. The management is *ex parte* in this case but it is the stand of the management while filing written statement that the workman was never dismissed rather he himself stopped coming to duty. The workman is misappropriating the funds/ money of the management and when this fact came to knowledge of the management the workman felt guilty and

did not come to job from the next day. In my view, if the workman misappropriates funds / money of the management and absents himself from duty, then the management is duty bound to issue notice. But no such procedure has been followed by the management. However, while filing written statement the management had agreed to accept the workman on job.

9. In the light of discussion made above, it is held that the services of the workman were terminated in violation of provisions of Section 25-F of the ID Act and principles of natural justice. Accordingly, this industrial dispute is *ex parte* allowed. The workman is entitled for reinstatement with continuity of service and 25% back wages. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

Dated : 03.03.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th May, 2022

No. 13/1/9858-HII(2)-2022/6401.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 12.03.2022 bearing reference No. 34/2020 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

BIRUN KUMAR S/O SHRI BALDEV KUMAR, AGED 48 YEARS, R/O #1 123, SECTOR 8-C, CHANDIGARH (Workman)

AND

SUBHASH ASSOCIATES, S.C.O. NO.26-27, SECTOR 34-A, CHANDIGARH THROUGH ITS MANAGING DIRECTOR / OCCUPIER & MANAGER (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he was appointed by the management with effect from 01.11.2017 as Driver. On 21.09.2019, he reported for duty but the management refused to allow him duty. The management had not offered notice pay and compensation to him. Job of the workman still exists and junior to the workman were retained in service. The management has violated the provisions of Section 25-F & 25-G of the ID Act.

3. The management contested the case of the workman and filed written statement that the workman was never appointed by the management.

4. During the pendency of the present industrial dispute, the case taken up in Lok Adalat wherein the workman made the following statement :—

"I do not press the present Industrial Dispute, the same may kindly be disposed off accordingly with liberty to file fresh one."

*This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>*

5. In view of the above statement, the present industrial dispute is disposed off being not pressed with liberty to file fresh one. Appropriate Government be informed. File be consigned to the record room.

Dated : 12.03.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th May, 2022

No. 13/1/9878-HII(2)-2022/6403.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 07.04.2022 bearing reference No. 32/2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

GURNAM SINGH S/O SHRI KULTAR SINGH R/O NEAR SHIV MANDIR, VILLAGE BHABH AT, TESHIL DERABASSI, DISTRICT SAS NAGAR. (Workman)

AND

R. P. ENTERPRISES, PLOT NO.1004, INDUSTRIAL AREA - 2, CHANDIGARH THROUGH ITS PROPRIETOR / OCCUPIER AND MANAGER. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he was appointed by the management with effect from 05.11.2010 as Karigar. The management refused to allow duty on 24.02.2020. The management had not issued any memo, charge sheet and conducting any inquiry before termination. There is gross violation of principles of natural justice. The management had not paid offered retrenchment compensation before termination. Job of the workman exists and junior workmen were retained in service and new person was appointed at the job of the workman. There is serious violation of provisions of Section 25-F, 25-G & 25-H of the ID Act.

3. During the pendency of the present industrial dispute, learned representative for the workman made the following statement :—

"The workman has settled his dispute with the management and he has instructed to me to withdraw the present IDR No.32/2021 as he is not interested to continue the present case. The present Industrial Dispute may kindly be disposed off accordingly."

4. In view of the above statement, the present industrial is disposed off being not pressed. Appropriate Government be informed. File be consigned to the record room.

Dated : 07.04.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th May, 2022

No. 13/1/9873-HII(2)-2022/6405.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 04.04.2022 bearing reference No. 63/2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

VIGYAN SHARMA S/O SHRI SHIV S. S. SHARMA, R/O HOUSE NO.742, PHASE - II,
RAM DARBAR, UNION TERRITORY, CHANDIGARH (Workman)

AND

SHEETAL - OWNER, G. I. STEEL, 128, PHASE - I, INDUSTRIAL AREA, CHANDIGARH 160028.
(Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he was engaged by the management as a Foreman (Fabrication Mechanic) in February, 2015. He continuously worked with the management without any break to the entire satisfaction of the management and nothing adverse was ever communicated to him. The management orally terminated the services of the workman with effect from June, 2018 without any notice or retrenchment compensation against the provisions of the ID Act. For the year 2015, the management released bonus to the workman but bonus for the year 2016 & 2017 bonus at the rate ₹20,000/- each year was not released. The salary for the period June, 2018 i.e. ₹14,150/- was not released by the management despite the fact that the workman had worked with the management. Further over time allowance amount to ₹4,500/- for ten days was also not released by the management. Instead of releasing the aforesaid benefits to the workman, the action of the management in terminating the services of the workman without any show cause notice / retrenchment notice or compensation is illegal and arbitrary. The workman also approached to the ALC, Sector 30, Chandigarh by filing demand notice but no conciliation proceedings took place and accordingly certificate dated 10.01.2020 was issued. Ultimately, it is prayed that the management be directed to release the bonus for the year 2016 and 2017 and salary for the month of June, 2018 and over time allowance for ten days of June, 2018 along with interest at the rate 12% per annum

3. Upon notice, none appeared on behalf of the management despite service so the management was proceeded against *ex parte*.

4. Today i.e. on 04.04.2022 none appeared on behalf of the workman as such the present industrial dispute is dismissed in default for non-appearance of the workman and want of prosecution. Appropriate Government be informed. File be consigned to the record room.

Dated : 04.04.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th May, 2022

No. 13/1/9871-HII(2)-2022/6407.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award dated 25.03.2022 bearing reference No. 9/2018 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

NIRMAL SINGH S/O SHRI KESHO RAM, R/O HOUSE NO. 207, KAIMBWALA, POST OFFICE NAYA GAON, UNION TERRITORY CHANDIGARH (Workman)

AND

1. CHIEF ENGINEER, PUBLIC HEALTH, SECTOR 9, UNION TERRITORY, CHANDIGARH.
2. SUPERINTENDING ENGINEER PUBLIC HEALTH, SECTOR 9, UNION TERRITORY, CHANDIGARH.
3. EXECUTIVE ENGINEER PROJECT, PUBLIC HEALTH DIVISION NO.3, SECTOR 9, UNION TERRITORY CHANDIGARH.
4. SUNRISE CONTRACT SOLUTIONS PRIVATE LIMITED, HOUSE NO. 1317/7, SECTOR 65, MOHALI, PUNJAB.
5. R.R. ENTERPRISES, HOUSE NO. 792, SECTOR 9, PANCHKULA.
6. RANA ENGINEERING COMPANY, 692, PHASE - I, UNION TERRITORY, CHANDIGARH.
7. SAINI ENTERPRISES, HOUSE NO. 101, SAINI VIHAR, PHASE IV, BALTANA.
8. SSB CONTRACTUAL SERVICES PRIVATE LIMITED, # 3304, SECTOR 40-B, CHANDIGARH.
9. R.R. BUILDERS, HOUSE NO. 437, SECTOR 46-A, CHANDIGARH. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he was initially appointed on 01.09.2010 as Tubewell Operator with the management and only ₹1,500/- per month was paid to him in the year 2010 which was less than the minimum wages. Thereafter in the year 2011, the wages of the workman were increased to ₹2,100/- per month. In the year 2013, the wages were again increased to ₹6,037/- per month. Employees provident fund was for the first time deducted in the year 2013 from the salary of the workman. Wages of the workman were further increased to ₹6,880/- per month in the year 2014 and thereafter the wages were also increased to ₹8,007/- per month in the year 2015 and further increased to ₹8,400/- per month in the year 2016. The above said amounts were paid to the workman in his bank account through cheques and statutory deduction of EPF and ESI was also made from the wages of the workman. The management outsourced the employment of the

tubewell operators and the contracts were given to different companies at different time. Names of the contractors engaged by the management from the year 2010 to 2017-18 are as below :—

Sr. No.	Name of the Company	Period
1.	Rana Engineering Company, 692, Phase - I, Union Territory, Chandigarh.	2010-2011
2.	Sunrise Contract Solutions Private Limited, House No.1377/7, Sector 65, Mohali, Punjab	2011-2012
3.	Saini Enterprises, House No.101, Saini Vihar, Phase - IV, Baltana	2012-2013
4.	Rana Engineering Company, 692, Phase - I, Union Territory, Chandigarh.	2013-2014
5.	SSB Contractual Service Private Limited and Saini Enterprises etc.	2014-2015
6.	R. R. Builders, House No.437, Sector 46-A, Chandigarh	21.09.2015-30.06.2016
7.	Sunrise Contract Solutions Private Limited, House No.1377/7, Sector 65, Mohali, Punjab	July 2016 to June 2017
8.	R. R. Builders, House No.437, Sector 46-A, Chandigarh	July 2017 to March 2018

Though the contractors of the management i.e. management No.1 to 3 kept changing during the period from 2010 to 2017 but the tubewell operators engaged by the management were not disturbed and were not changed by the management and remained under their active control for all purposes. The workman required posted on tubewell No.10, tubewell No. 5 and tubewell No.13 at Village Kaimbwala, Union Territory, Chandigarh for all these years. The minimum wages for the year 2016-17 of tubewell operator is ₹11,803/- per month but the management did not pay full minimum wages after statutory deductions from the wages of workman. The workman was paid only ₹9,465/- per month whereas it comes to ₹10,194/- per month after deduction of EPF and ESI amount so the workman was paid ₹729/- less per month from 01.04.2016 to 31.03.2017. Further minimum wages of the tubewell operator have now increased from ₹11,803/- to ₹16,695/- per month so the management has paid ₹7,230/- less for the month of April 2017 and no wages were paid to the workman from 01.05.2017 till 03.05.2017 which comes to ₹1,615/- for the said period. Further arrears of the minimum wages increased from time to time from the year 2010 till 03.05.2017 have also not been paid to the workman. The workman is a Matric and having ITI basis electrical training but his services were terminated illegally by the management on the ground that he was not matric. No PF and ESI was deposited by the management with the concerned authorities from the date of appointment till 2013 and PF amount for the period of Saini Enterprises was not deposited whereas the same had been deducted from the wages of the workman. Saini Enterprises had not paid the wages from June 2015 to September 2015 which was later on paid by the said contractor but wages for the month of August and September 2015 are due towards the management. The principal employer failed to ensure the payment of wages for the month of August and September 2015 to the workman which show that the principal employer and the contractor are hand in gloves and have played fraud by not making payment of wages to the workman. The workman had completed more than 240 days continuously and regular with the management before termination of his services on 03.5.2017. The management has violated the provisions of Section 25-F of the ID Act. The management has not maintained the seniority list of workmen as required under Section 77 of the ID Act. The management did not follow the principle of 'first come last go' at the time of termination as juniors to the workman namely Sarv./ Shri Hardeep Singh, Ram Lal, Vijay Singh, Loveneet Singh, Abhishek, Satbir Singh, Chander Boss, Parveen Kumar, Pawan Kumar, Ravi Singh, Gurdev Singh, Anand, Mandeep Singh, Ranjit Singh, Ravinder Singh, Mohan Lal, Sunil Kumar, Suraj Kumar, Joginder Singh, Ranjit Singh, Sham Singh, Shiv Pandit, Gur Sevak, Lakhbir Singh,

Harvinder Singh and Gurvinder Singh are still working with the management in violation of provisions of Section 25-G of the ID Act. The management has also engaged juniors after termination of his services in violation of provisions of Section 25-H of the ID Act. The management had adopted unfair labour practice in terminating the services of the workman as the work for which the workman was appointed still exists with the management and new men have engaged against the post and juniors to the workman were retained in service. The workman had approached the management for his reinstatement but the management refused to take him back in service. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages and arrears of pay amounting to ₹17,593/- paid less during his employment and ₹13,768/- was wages for the month of August and September 2015 be also paid along with interest at the rate 24% from the due date till its payment.

3. Management No. 1 to 3 contested the case of the workman and filed written statement raising preliminary objection that the Public Health Wing of the Chandigarh Administration is functioning under the overall control of Chief Engineer, who is assisted by the Superintending Engineer and is further assisted by number of Executive Engineers with the assistance of various Sub-divisional Engineer in respect of their sub-divisions. The Public Health Division No.3, Sector 9, Chandigarh through its Executive Engineer had entered into contract with various contractors. The workman was never been appointed directly by management No. 1 to 3. The services of the Tubewell Operators were outsourced to a service provider agency, which further engaged the workman. As per the terms & conditions of the contract agreement, the contractors had to make establishment of operators / helpers and other workers / staff for smooth functioning of Tubewells besides fulfilment of the terms & conditions of the contract agreement. There is no relationship between the department and any of the workmen as the relationship is between the contractor and the department upto the contract period. On merits, it is pleaded that the wages to the Tubewell Operators engaged through outsource agency are being paid at DC rates from time to time as per provisions in the contract agreement. The answering management outsourced the employment of the Tubewell Operators and contracts were given to different companies at different time. With the change in outsourcing agency, some of the Tubewell operators were changed and numbers of Tubewell Operators engaged each year kept on changing. As per prevalent practice during the contract period, the wages as per applicable rate were to be paid by the contractor. The workman is not having matriculation qualification and he was asked to produce the certificate for the same otherwise he cannot be allowed to work as Tubewell Operator as such the outsourcing agency asked the workman to produce the said certificate but he did not produce any matriculation certificate. There is no relationship of any sort between the answering management and any of the workman of the contractor so no question arises for termination of service of the workman in any manner by the answering management. The answering management had not violated the provisions of Section 25-F of the ID Act. The answering management is not liable to be maintain the seniority list. The workman was not having matriculation qualification so his services were terminated by the agency and not by management No. 1 to 3. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed *qua* answering management.

4. Upon notice, none appeared on behalf of management No.4 as such management No.4 was proceeded against *ex parte*. Thereafter an application for impleading the contractors as added respondents was filed by the workman, which was allowed and management No.6 to 9 were impleaded as party. None appeared on behalf of management No. 6 despite service as such management No. 6 was proceeded against *ex parte*.

5. Thereafter learned representative for the workman made the statement that he dispensed with the services of management No. 7 i.e. M/s Saini Enterprises and its name be deleted from array of parties. Accordingly, name of management No.7 was ordered to be deleted from array of parties.

6. Management No.5 i.e. M/s R. R. Enterprises filed the application for dismissal of the claim statement *qua* management No.5 impleaded unnecessary party in the dispute, which was allowed and management No. 5 was ordered to be deleted from the array of the parties.

7. None appeared on behalf of management No. 8 & 9 as such management No. 8 & 9 were proceeded against *ex parte*.

8. The workman filed replication to written statement of management No.1 to 3 reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether there is no employer-employee relationship between management No.1 to 3 and workman ? OPM- 1 to 3
3. Relief.

9. In support of the case, the workman examined himself as AW1 and closed his evidence. On the other hand, management No. 1 to 3 examined Shri Sanjay Sahni - Executive Engineer, Project Public Health, Division No.3, Union Territory, Chandigarh as MW1. Learned Law Officer for management No.1 to 3 closed the evidence.

10. I have heard learned representative for the workman and learned Law Officer for management No. 1 to 3 and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

Issue No.1 & 2 :

11. Onus to prove issue No.1 was on the workman whereas issue No.2 was on management No. 1 to 3 but both these issues are taken up together for the sake of convenience to avoid repetition of discussion. In order to prove his case, the workman himself stepped into the witness box and deposed that he was initially appointed on 01.09.2010 as Tubewell Operator with the management for ₹1,500/- per month in the year 2010, which was less than minimum wages. Thereafter in the year 2011, the wages were increased to ₹2,100/- per month and in the year 2013, the wages were again increased to ₹6,037/- per month. Employees provident fund was for the time deducted in the year 2013 from his salary. His wages were increased to ₹6,880/- per month in the year 2014 and further increased ₹8,400/- per month in the year 2016 and the said amount was paid to him in his bank account through cheques and statutory deduction of EPF and ESI. The management outsourced the employment of the Tubewell Operators and contracts were given to different contractors at different times. In the year 2010-11 the contract was given to M/s Rana Engineering Company, in the year 2011-12 contract was given to M/s Sunrise Contract Solutions Private Limited, in year 2012-13 the contract was given to M/s Saini Enterprises, in the year 2013-14 the contract was given to M/s Rana Engineering Company, in the year 2014-15 the contract was given to M/s SSB Contractual Service Private Limited and M/s Saini Enterprises, from 21.09.2015 to 30.06.2016 the contract was given to M/s R. R. Builders, from July 2016 to June 2017 the contract was given to M/s Sunrise Contract Solutions Private Limited and from July 2017 to March 2018 the contract was given to M/s R.R. Enterprises. He further deposed that the contractors of management No. 1 to 3 kept changing during the period 2010 to 2017 but the Tubewell Operator engaged by the management were not disturbed and were not changed by the management and remained under their active control for all intents & purposes. He further deposed that the minimum wages for 2016-17 of Tubewell Operator is ₹11,803/- per month but the management did not pay full minimum wages after statutory deductions from his wages. He was paid only ₹9,465/- per month whereas it comes to ₹10,194/- per month after deduction of PF and ESI amount so he was paid ₹729/- per month less from 01.04.2016 to 31.03.2017. Further minimum wages of the Tubewell Operator have now increased ₹11,803/- to ₹16,695/- per month so the management had paid ₹7,230/- less for the month of April 2017 and no wages were paid to him from 01.05.2017, which comes to ₹17,593/-, was paid less by the management at the time of retrenchment.

12. He further deposed that his services were illegally terminated verbally on 03.05.2017 (afternoon) without assigning reason. He is matriculate and had passed ITI basic electric training. Copy of ITI Certificate dated 31.10.2013 issued by the Government of India, Ministry of Labour & Employment is Exhibit

'W1'. Copy of the appreciation certificate issued by M/s RR Builders is Exhibit 'W2'. Copy of tender dated 05.10.2011 allotted to M/s Ess Arr Enterprises, received by the workman through RTI Exhibit 'W3'. No PF and ESI was deposited by the management with the concerned authorities from the date of appointment till 2013. No PF amount for the period of Saini Enterprises was not deposited whereas the same has been deducted from his wages and the Saini Enterprises had not paid the wages from June 2015 to September 2015. He further deposed that the principal employer and the contractor were hands in gloves and have played fraud by not making payment of wages to him. He had completed 240 days continuously and regularly with the management before termination of his services verbally 03.05.2017 so the management had violated provisions of Section 25-F of the ID Act. Copy of logbook maintained by the management received through RTI showing the attendance of the workman for the period from 19.12.2012 to 01.12.2013 is Exhibit 'W4'. The management had not maintained the seniority list of the workmen as required under Rule 77 of the ID Act. The management had retained the juniors and has not been given preference to him as required under Section 25-H & 25-H of the ID Act and greatly discriminated. The management adopted unfair labour practice in terminating his services. The conduct of the management is illegal. The management being the model Government agency was required to protect the welfare of the workmen through contractor. He further deposed that they have failed to protect the interest of the workman by not compelling the contractor to pay them as per Minimum Wages Act and deposit their ESI and PF funds.

13. Learned representative for the workman has argued that the workman was engaged as Tubewell Operator by the official of the management No.1 to 3 through one Junior Engineer Inderjit Singh on 01.09.2010 and he kept on working with the management till his termination, which was done without following procedure prescribed under Section 25-F of the ID Act. The salary was paid by the keyman of the management Surinder Singh and not by the contractor. The management kept on issuing tenders for outsourcing the work of tubewell operators by employing various contractors but it was only a sham transaction as these contractors never visited and controlled the work force. Actual control & supervision of the tubewell operations was of the management. He referred the cross-examination of MW1 Shri Sanjay Sahni. It is further argued that only reasons being not allowed to work was that the workman was not matriculate is not sustainable as he had worked for seven years without matric and without there being any complaint. To the contrary his work was satisfactory and appreciated by the contractor M/s RR Builders vide Exhibit 'W2'. He further referred page 7 of the tender in which qualification prescribed is ITI and not matric. The workman possesses the qualification of ITI as placed on record i.e. Exhibit 'W1'. Further the management had not retrenched junior to the workman and the persons retrenched after him were reinstated in violation of provisions of Section 25-G & 25-H of the ID Act. He further referred to citation ***Standard Vaccum Refinery Company Versus their Workman*** wherein the Hon'ble Supreme Court has categorically observed that the contract labour should not be employed where the work is perennial and must go from day to day, the work is incidental to and necessary for the work of the factory / establishment, the work is sufficient to employ considerable number of whole time workmen and the workman is being done in most concerns through regular workmen. It is further argued that outsourcing the work of Tubewell Operator is in fact a camouflage and sham transaction and the management was responsible for getting the operational work of tubewells which is of permanent nature, done under their control and the contractors had no control. So management No. 1 to 3 is principal employer was bound to follow the provisions of the ID Act. It is also duly proved on record that the workman has been terminated illegally in violation of Section 25-F, 25-G & 25-H of the ID Act and he deserves to be reinstated in services with full back wages.

14. On the other hand, learned Law Officer for management No.1 to 3 has examined Shri Sanjay Sahni - Executive Engineer as MW1, who deposed that the public health wing of the Chandigarh Administration is functioning over all control of the Chief Engineer, who is assisted by the Superintending Engineer and is further assisted by number of Executive Engineers with the assistance of various Sub-divisional Engineer. The Public Health Division No. 3, Sector 9, Chandigarh through its Executive Engineer has entered into

contract with various contractors. He proved the copy of allotments Exhibit 'M1'. He further deposed that the workman has never been appointed directly by management No.1 to 3 rather outsourced to service provider agency, which further engaged the workman. As per terms & conditions of contract executed between the management and the contractor, all the payment, if any, had to be made by the contractors. He deposed that the contractor asked to workman to produce matriculation certificate but the workman failed to produce the same accordingly his services were terminated. Further the wages to the Tubewell Operators engaged through outsource agencies are being paid DC rates from time to time as per provisions of the contract agreement. Management No. 1 to 3 outsourced the employment of Tubewell Operators and contracts was given to different company at different times. Due to which some of the Tubewell Operators engaged each year keep on changing. As per prevalent practice during the contract period, the wages as per the applicable rates were to be paid by the contractor and intimation thereof is to be given to management No. 1 to 3. Management No. 1 to 3 has not violated the provisions of Section 25-F of the ID Act and services of the workman were not terminated by management No.1 to 3.

15. Learned Law Officer for management No.1 to 3 has argued that there is no employer-employee relationship between management No. 1 to 3 and workman as management No. 1 to 3 outsourced the services to service provider who employed the workman and outsource service provider keep on changing after completion of contract period due to which some of the Tubewell Operator also keep on changing by the service provider. It is further argued that the workman does not come directly under management No.1 to 3 rather the employee of the contractor and the contractor when asked the workman to produce matriculation certificate which was required for the post of Tubewell Operator but he failed to produce the same so his services were terminated by the contractor and not by management No.1 to 3. This issue be decided in favour of management No. 1 to 3 and against the workman.

16. After giving my careful considerations to the rival contentions of both the sides, I find that the present industrial dispute filed by the workman against management No.1 to 9 out of which management No.1 to 3 are officials representing Department of Public Health and management No. 5 i.e. M/s RR Enterprises and management No.7 i.e. M/s Saini Enterprises were deleted from array of parties *vide* order dated 28.01.2020 and 30.10.2019 respectively. Management No.4, 6, 8 & 9 has been proceeded against *ex parte*. Main contesting management are management No.1 to 3. The workman has firstly pleaded his case while stepping into the witness box as AW1 that he has been illegally terminated on 03.05.2017 and he is alleging himself as direct employee of management No.1 to 3. Hence, the main bone of contention between the workman and management No.1 to 3 whether there exists employer-employee relationship between the parties or not. The workman is alleging that management No.1 to 3 appointed him on 01.09.2010 as Tubewell Operator and he had worked seven years with management, no doubt management No.1 to 3 keep changing contractors from time to time but the principal employer is management No.1 to 3. He proved on record Exhibit 'W1' ITI certificate issued by Government of India, Ministry of Labour & Employment for Basic Electrical Training, Exhibit 'W2' copy of appreciation letter-cum-experience certificate by M/s RR Builders and copy of information sought under Right to Information Act Exhibit 'W3' and Exhibit 'W4' copy of log book maintained for the period from 19.12.2012 to 01.12.2013. Admittedly the workman was working with respondent No.1 to 3 from 2010 as it is not disputed by management No. 1 to 3. But the workman has failed to prove on record that how relationship of employer-employee exists between management No.1 to 3. The workman while examining himself as AW1 during his cross-examination admitted that no appointment letter was issued by the Junior Engineer Inderjit Singh or by management No.1 to 3. No termination letter was issued either by Shri Surinder Singh or management No. 1 to 3. No written complaint was made to management No. 1 to 3 regarding his termination. He cannot tell the name of SDO who asked him to meet JE as he

is not terminated by him and meaning thereby the workman failed to produce on record any documentary proof that he was ever appointed or terminated by management No.1 to 3 rather management No. 1 to 3 examined Shri Sanjay Sahni - Executive Engineer who proved on record Exhibit 'M1' *vide* which contract was allotted to M/s Sunrise Contract Solutions for providing the services of Tubewell Operator on contract basis for operation of tubewell & booster in various villages i.e. Kaimbwala, Kishangarh, Bhagwanpura & Others for the period 01.04.2016 to 31.03.2017 and contract allotted to M/s Saini Enterprises. From the allotment letters on the record it clearly transpired that the Project Public Health Division No. 3, Chandigarh has entered into the contract with various contractors from time to time and as per terms & conditions of the contract executed between management and the contractor all the payments, if any, had to be paid by the contractors and wages to the Tubewell Operator engaged through outsource agency are being paid the DC rates from time to time as per provisions of the contract agreement and it is also proved on record that management No.1 to 3 outsourced employment of the Tubewell Operators and the contracts were given to different companies at different times. So it is obvious that some of the Tubewell engaged keep on changing as per outsource agency. Hence, the arguments of the workman that there is employer-employee relationship between management No.1 to 3 with the workman does not hold good.

17. As regards the termination of the workman is concerned, argument of the workman that he has been illegally terminated on 03.05.2017 as he was qualified for the post of Tubewell Operator does inspire the confidence as arguments addressed by management No.1 to 3 that the contract when asked the workman to produce the matric certificate, which was required as per contract agreement for the post of Operator, then the workman failed to produce the same and accordingly his services were terminated carries no value as management No.1 to 3 miserably failed to prove on record the condition of matric certificate as qualification for the appointment of Tubewell Operator. They are simply assuming matric certificate was demanded by the contractor from the workman but he failed to produce whereas the workman had drawn attention to the contract allotment document on record wherein only qualification mentioned is ITI in electrical / mechanical was required for the Tubewell Operator and not matric. Moreover, the workman had worked from 2010 to 2017 and he was verbally termination on 03.05.2017. No termination has been proved on record. So only plea taken by management No.1 to 3 that the workman has been terminated only because he was not matriculate is not sustainable. It has been proved on record that the workman is the employee of the contractor and not of management No.1 to 3 and as per the claim statement the workman was terminated on 03.05.2017 and at that time, as per file, the workman was working under M/s Sunrise Contract Solutions Private Limited, mentioned at serial No.4 of the amended title, who has already been proceeded against *ex parte*. So evidence of the workman against management No.4 remained un rebutted and unchallenged with regard to illegal termination of the services. As per claim statement, the contract period of management No. 9 i.e. M/s R. R. Builders is mentioned as from July 2017 to March 2018, which was after the termination of services of the workman. Similarly, the contract period of management No. 6 i.e. M/s Rana Engineering Company was 2013-14, the contract period of management No.8 i.e. M/s SSB Contractual Service Private limited was 2014-15 which was prior to the termination of services of the workman. Management No.5 i.e. M/s RR Enterprises and management No.7 i.e. M/s Saini Enterprises has already been deleted from array of parties *vide* order dated 28.01.2020 and 30.10.2019 respectively. Hence, the workman is not entitled to claim any relief against management No.1 to 3 and management No.6, 8 & 9.

18. Hence, it is proved on record that management No.4 has terminated the services of the workman illegally as he was working under him at the time of termination i.e. on 03.05.2017 and there is no dispute that the workman had completed 240 days of service. As the contract has been allotted to another contractor after the completion of contract of M/s Sunrise Contract Solution Private Limited so the workman cannot be reinstated

by management No. 4. However, he can be compensated for his illegal termination as per Section 25-F of the ID Act, which is as under :—

"25F. Conditions precedent to retrenchment of workmen—*No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :—*

- (a) *the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and"*

19. As per the claim of the workman his last drawn salary was ₹11,803/- but he alleged that he was paid less. The workman has failed to prove on record in evidence that he was getting less than minimum wages. Hence, the salary of ₹11,803/- is to be taken while calculating the compensation and length of service of service of the workman from 01.09.2010 to 30.05.2017 i.e. more than six and a half years. By taking into account last drawn salary and provisions of Section 25-F (a) & (b) of the ID Act, the workman is held entitled for lump sum compensation of ₹55,000/-for his illegal termination from management No.4 i.e. M/s Sunrise Contract Solutions Private Limited.

20. In the light of discussion, it proved on record that there is no employer-employee relationship between management No.1 to 3 and workman and the services of the workman were terminated illegally by management No.4. Accordingly, issue No.1 is decided partly in favour of the workman and against management No.4 and dismissed against management No. 1 to 3 & management No.6, 8 &9 whereas issue No.2 is decided in favour of management No.1 to 3 and against the workman.

Relief:

21. In the light of findings on the issue No.1 above, this industrial dispute is partly allowed in favour of the workman and against management No.4 and dismissed against management No. 1 to 3 & management No. 6, 8 &9. The workman is entitled for lump sum compensation ₹55,000/- for his illegal termination by management No.4 i.e. M/s Sunrise Contract Solutions Private Limited. Management No. 4 is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

Dated : 25.03.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 4th May, 2022

No. 13/1/9869-HII(2)-2022/6409.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 29.03.2022 bearing reference No. 55/2018 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAMASRAY S/O SHRI JAGRUP R/O HOUSE NO. 330/76, HALLOMAJRA,
UNION TERRITORY, CHANDIGARH (Workman)

AND

CLASSIC BATHROOM INDUSTRIES, PLOT NO. 182/59, INDUSTRIAL AREA,
CHANDIGARH THROUGH ITS MANAGING DIRECTOR (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he was under the direct control and supervision of the management as Grinding & Polishing Operator with effect from 18.01.1996 and at the time of illegal termination he was in receipt of wages of ₹10,000/- per month. The services of the workman were illegally terminated without any show cause notice, domestic inquiry, compensation etc. by the management with effect from 28.03.2017. The management is known for being close-minded towards the workmen whereby legally permissible benefits / privileges are not extended so much that even the minimum wages as fixed or revised under the Minimum Wages Act, 1948 are not being paid to the workmen. Record is also not properly maintained. The management had denied resumption of his duties on 28.03.2017 with *mala fide* intentions. Even he was not permitted to enter the premises of the company. The workman is on permanent roll of the company and had worked more than 240 days continuously. The deliberate refusal of management is violative of provisions of Section 25-F, 25-G & 25-H of the ID Act. The management had not held any inquiry before terminating the services of the workman and had appointed new workers on the same post and juniors are still working. The workman has been forced to remain unemployed and is continuing to be out of employment due to high-handedness of the management. During the conciliation proceedings before the Assistant Labour Commissioner-cum-Conciliation Officer, Chandigarh no settlement could arrived. Ultimately, it is prayed that workman be reinstated with continuity of service, full back wages, with seniority and all consequential benefits.

3. The management contested the case of the workman and filed written statement that the workman had joined the services of the management initially on 01.07.2007 and left abruptly on 01.04.2009 then he approached the management again after a period of 14 months on 01.06.2010 and requested for re-employment without explaining his erratic conduct. The management made him join his services taking a sympathetic view towards him. Again the workman remained absent from service during May and June in the year 2011 and left the services of the management on 01.05.2014 without any notice or intimation and rejoined on 01.08.2014. Finally, on 01.02.2017 the workman abandoned the management without any notice, which caused great inconvenience to the management as he had to arrange for alternative employee after waiting for the claimant for few days. At the time of abandoning the job, the workman was drawing a salary of ₹9,000/- per month. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. During the pendency of the present industrial, learned representative for the workman pleaded no instruction on behalf of the workman. Thereafter, today i.e. on 29.03.2022 none has appeared on behalf of the parties so the present industrial dispute is dismissed in default for non-appearance of the workman and want of prosecution. Appropriate Government be informed. File be consigned to the record room.

Dated : 29.03.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th May, 2022

No. 13/1/9862-HII(2)-2022/6413.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 11.03.2022 bearing reference No. 87/2020 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAM MURAT, HOUSE NO.759, 3RD FLOOR, SECTOR 26, CHANDIGARH (Workman)

AND

BHAGAT SINGH & CO., SECTOR 17-A, CHANDIGARH (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he was working with the management since 1987 as Washerman and was made member of ESI Scheme on 01.10.2009 and was allotted ESI No.6073021. The workman remained in continuous and uninterrupted employment of the management upto 2nd June, 2020 when his services were illegally & wrongly terminated by refusing work. The workman was drawing ₹14,500/- per months as wages. On 03.06.2020 the workman went to attend his normal duty but he was refused work by the management without assigning any reason & notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has violated Section 25-F of the ID Act. No charge sheet was issued, no inquiry was held and no retrenchment compensation was paid at the time of termination. For his reinstatement the workman served upon the management a demand notice dated 12.06.2020. The management neither replied the demand notice nor took the workman back on duty. The Assistant labour Commissioner-cum-Conciliation Officer, Union Territory, Chandigarh was requested for his intervention. The Conciliation Officer intervened and fixed a number of dates for amicable settlement but the management did not appear before the Conciliation Officer on any date fixed for settlement. Action of the management in terminating the services of the workman is illegal, wrongful, motivated, against the principles of natural justice and unfair labour practice.

3. During the pendency of the present industrial dispute, none appeared on behalf of the workman as such the present industrial dispute is dismissed in default for want of prosecution. Appropriate Government be informed. File be consigned to the record room.

Dated : 11.03.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 4th May, 2022

No. 13/1/9877-HII(2)-2022/6415.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 07.04.2022 bearing reference No. 31/2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SANOJ RAI S/O LATE SHRI SHIVJI RAI R/O HOUSE NO.32/3, NEW COLONY MALOYA,
CHANDIGARH. (Workman)

AND

R. P. ENTERPRISES, PLOT NO. 1004, INDUSTRIAL AREA - 2, CHANDIGARH THROUGH
ITS PROPRIETOR / OCCUPIER AND MANAGER. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he was appointed by the management with effect from 09.01.2012 as Helper. The management refused to allow duty on 24.02.2020. The management had not issued any memo, charge sheet and conducting any inquiry before termination. There is gross violation of principles of natural justice. The management had not paid offered retrenchment compensation before termination. Job of the workman exists and junior workmen were retained in service and new person was appointed at the job of the workman. There is serious violation of provisions of Section 25-F, 25-G & 25-H of the ID Act.

3. During the pendency of the present industrial dispute, learned representative for the workman made the following statement :—

"The workman has settled his dispute with the management and he has instructed to me to withdraw the present IDR No.31/2021 as he is not interested to continue the present case. The present Industrial Dispute may kindly be disposed off accordingly."

4. In view of the above statement, the present industrial is disposed off being not pressed. Appropriate Government be informed. File be consigned to the record room.

Dated : 07.04.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 4th May, 2022

No. 13/1/9876-HII(2)-2022/6422.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 07.04.2022 bearing reference No. 30/2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SUBODH MAHATO S/O SHRI VISHWANATH MAHTO R/O HOUSE NO.1464,
MOULI COMPLEX, CHANDIGARH. (Workman)

AND

R. P. ENTERPRISES, PLOT NO. 1004, INDUSTRIAL AREA - 2, CHANDIGARH THROUGH
ITS PROPRIETOR / OCCUPIER AND MANAGER. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in nutshell is that he was appointed by the management with effect from 12.11.2009 as Granderman. The management refused to allow duty on 24.02.2020. The management had not issued any memo, charge sheet and conducting any inquiry before termination. There is gross violation of principles of natural justice. The management had not paid offered retrenchment compensation before termination. Job of the workman exists and junior workmen were retained in service and new person was appointed at the job of the workman. There is serious violation of provisions of Section 25-F, 25-G & 25-H of the ID Act.

3. During the pendency of the present industrial dispute, learned representative for the workman made the following statement :—

"The workman has settled his dispute with the management and he has instructed to me to withdraw the present IDR No.30/2021 as he is not interested to continue the present case. The present Industrial Dispute may kindly be disposed off accordingly."

4. In view of the above statement, the present industrial is disposed off being not pressed. Appropriate Government be informed. File be consigned to the record room.

Dated : 07.04.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 4th May, 2022

No. 13/1/9863-HII(2)-2022/6424.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award dated 11.03.2022 bearing reference No. 20/2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SHER SINGH THAKUR, HOUSE NO.139, BLOCK 'A', VILLAGE KANSAL, DISTRICT MOHALI
(Workman)

AND

INTER FURNISHING, S.C.O. NO.27, SECTOR 20-D, TRIBUNE ROAD, CHANDIGARH
THROUGH ITS PROPRIETOR / PARTNER (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he was appointed as Salesman by the management on 02.01.2010 and he remained in continuous employment upto 30.06.2020 when his services were illegally & wrongly terminated by refusing work. He was drawing ₹18,000/- per month as wages at the time of termination. On 01.07.2020 the management went to attend his normal duty but he was refused work by the management without assigning any reason and notice. He lodged a complaint dated 02.07.2020 with the Labour Inspector, Union Territory Chandigarh, who fixed number of dates for amicable settlement but the management refused to take the workman back on duty. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has violated the provisions of Section 25-F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. For his reinstatement, the workman served upon the management a demand notice dated 05.09.2020. The management neither replied the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, Union Territory Chandigarh was requested for his intervention. The Conciliation Officer intervened but the management refused to take the workman back on duty before the Conciliation Officer, Union Territory, Chandigarh. Termination is illegal, wrong, motivated and against the principles of natural justice. Ultimately, it is prayed that the workman be reinstated with continuity of service, without any change in his service condition and with all attendant benefits as the workman remained un-employed during the period i.e. from the date of termination till date.

3. During the pendency of the present industrial dispute, none appeared on behalf of the workman as such the present industrial dispute is dismissed in default for want of prosecution. Appropriate Government be informed. File be consigned to the record room.

Dated : 11.03.2022.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANGE OF NAME

I, Sant Lal, S/o Panchu Ram, R/o 290, Phase II, Bapudham Colony, Sector 26, Chandigarh, have changed my name to Sant Lal Jaswal.

[382-1]

I, Rajbala, W/o Rajbir, # 566, New Indira Colony, Manimajra, Chandigarh, have changed my name to Bala.

[383-1]

I, Deepak, S/o Ashok Kumar, 675, Phase II, Ramdarbar, Chandigarh, have changed my name to Deepak Kumar.

[384-1]

I, Balkar Singh, S/o Jatti Ram, # 139, Vikas Nagar, Mauli Jagran, Chandigarh, have changed my name to Balkar.

[385-1]

I, Mohd Vakil, S/o Mohd Abdul, R/o 621/A, Kajheri, Sec. 52, Chd-160036 have changed my name to Mohammad Vakil Udden for all purposes.

[386-1]

I, Net Ram, S/o Sh. Puran Chand, R/o H. No. 180, Phase-2, Ram Darbar Colony, Chandigarh, declare that I have changed my name from Net Ram to Nitesh Kumar.

[387-1]

I, Riya Yadav through Guardian R.A. Yadav, R/o H. No. 217, Ph.-1, Bapu Dham Colony, Sector 26, Chandigarh, declare that my father's name is Ashok Kumar instead of R.A. Yadav & my mother's name is Meera Devi instead of Neelam Yadav. In future my father's name may be read as Ashok Kumar and my mother's name may be read as Meera Devi. All concerned please note and corrected in all the records accordingly.

[388-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."